

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of January 3, 2007 (this "Agreement"), by and between ELGIN BROADCASTING CO., INC., a Delaware corporation ("Seller"), and EDUCATIONAL MEDIA FOUNDATION, a California non-profit corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the licensee of radio station currently identified as WJKL(FM), Elgin, Illinois (Channel 232, 94.3 MHz, FIN: 19221) or any subsequent call letters, city of license, or channel, (the "Station") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Buyer and Seller have entered into a certain Program Time Purchase Agreement dated December 5, 2000, as extended on February 13, 2003 and December 12, 2003 (the "Time Purchase Agreement"), containing, among other things, an option (the "Option") for Buyer to purchase the Station on the terms stated therein, and Buyer has duly exercised such Option on January 2, 2007, and such Option further provides for contingencies extending as long as 2019 or beyond, as further set forth herein, and this Agreement shall remain in effect until all contingencies are satisfied; and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Buyer desires to acquire all of the assets necessary to the operation of the Station, but not including any other assets owned by Seller, and in particular not including licenses, assets or studios of WRMN (AM), Elgin, 1410 KHZ.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets.

(a) Buyer hereby confirms and ratifies its exercise of its option rights set forth in the Time Purchase Agreement with respect to the Station and waives any further rights with respect to the acquisition of the Station or its assets except to the extent set forth herein. On the First Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the assets, properties, interests and rights of Seller of whatsoever kind and nature, which are owned by Seller and used or useful in connection with the operation of the Station (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below), and subject to a possible second or third Closing Date as further set forth herein, including without limitation:

(i) Seller's tangible personal property necessary to the operation of the Station ("Tangible Personal Property"), free and clear of all encumbrances together with such improvements and additions thereto and replacements thereof between the date hereof and the First Closing Date, including without limitations the property set forth on Schedule 1 hereto.

If the COLC is granted, the 100 meter (330') FM transmitter tower located at 1300 Gasket Dr., Elgin, Illinois (ASR: 1009824) ("Old FM Tower") shall be excluded;

(ii) All of the licenses, permits, applications, and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by, or granted by, or filed with the FCC, the Federal Aviation Administration (the "FAA"), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the full on-air operations of the Station, including without limitation those set forth on Schedule 2 hereto;

(iii) The owned real property and leasehold interests, if any, held by Seller, in the Station's current tower site, including buildings, fixtures and other improvements, leasehold interests, easements, licenses, rights of access, rights of way and improvements which are held by Seller and necessary for use in the operations of the Station's tower site facilities (the "Real Property") identified on Schedule 3 hereto; however, if the COLC is granted, the owned real property in Elgin, Illinois as described on Schedule 3 hereto ("Old FM Site") shall be excluded, and if the COLC is granted after the First Closing, the Old FM Site shall be transferred back to the Seller, as more fully set forth herein;

(iv) All of Seller's logs, books, files, data, software, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of the Station, including without limitation all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by the Station;

(v) All of Seller's right, title and interest in and to all copyrights, licenses, patents, trademarks, service marks, logos and trade names (including the call letters) used in connection with the operation of the Station and all goodwill associated therewith, including registrations and applications for registration of any of the foregoing, and other similar intangible rights and interests, excluding, however, any such property used in connection with WRMN(AM), and in particular any such property used in the "Radio Shopping Show®;"

(b) The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable ("Permitted Liens"). Buyer is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement unless otherwise specifically agreed to herein. All of such liabilities and obligations which are to be assumed by Buyer, shall be referred to herein as the "Assumed Liabilities." All such liabilities not specifically assumed by Buyer shall be retained by Seller and are referred to herein as the "Retained Liabilities". Without limiting the generality of the foregoing, it is understood and agreed that Buyer is not agreeing to, and shall not, assume (i) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation or sick pay or any other matter, or (ii) any liability arising out of any termination by Seller of the employment

of any employee of the Station or any liability for any employee benefit plan or arrangement of Seller for the Station's employees.

(c) The following assets and obligations relating to the business of the Station shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Buyer (the "Excluded Assets"):

(i) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the Seller's operation of the Station prior to the First Closing Date;

(ii) All rights of Seller under all contracts, leases (except any Real Property leases identified on Schedule 3 hereto) and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the First Closing Date;

(iii) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

(iv) All deposits and all prepaid expenses and taxes;

(v) Seller's corporate records

(vi) All other assets owned by Seller, such as broadcasting, office, transportation, computer, satellite dish, and all other equipment and all licenses and assets used for the operation of Station WRMN, Elgin, Illinois. The WRMN/WJKL studio leases, all receivables, payables and cash, and all other non-operating assets shall be likewise excluded.

2. Purchase Price and Adjustments for COLC and Windfall Sale.

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the First Closing Date Buyer shall pay to Seller, Seventeen Million Dollars (\$17,000,000), the Purchase Price (the "Purchase Price"), which shall be payable to Seller at First Closing as follows:

(i) On the First Closing Date, Buyer shall pay to Seller by wire transfer of immediately available funds, the sum of Three Million Five Hundred Thousand Dollars (\$3,500,000); subject to credit for any unused portion of the Buyer's original security deposit and proration of any unused portion of Buyer's monthly "affiliation fee" payments, and subject to Buyer having also paid any unpaid monthly "Affiliation Fee" payments to the date of First Closing; and

(ii) On the First Closing Date, Buyer shall execute and deliver to Seller a promissory note substantially in the form attached hereto as Exhibit A (the "Note") in the aggregate principal amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000). The principal of and interest on the Note shall be amortized over a term of one hundred twenty (120) months (the "Amortization Term"). The loan evidenced by the Note shall bear interest at the prime rate, as published by the Midwest Wall Street Journal on the first day of the most

recent calendar quarter (adjusted annually on the anniversary), provided that the rate shall not exceed nine percent (9%) per annum or be less than six percent (6%) per annum ("Rate"). Buyer shall pay monthly, in advance, installments of principal and interest in an amount to be determined every annual anniversary based on the Rate, commencing on the 30th day after the First Closing Date and continuing on the same calendar day of each succeeding month; provided that the monthly payment shall not exceed \$160,000.00 or be less than \$153,000.00, with the term of the note to be extended to such time as necessary to amortize and pay in full the principal and interest set forth herein (the "Note Term"). The principal amount of the Note is subject to further adjustment pursuant to the terms set forth in Schedule 5 hereto. If any payment date shall be a day that is not a regular business day, or on the 29th, 30th or 31st of a month without that date, then payment shall be due on the next regular business day. Buyer may prepay all or any portion of the principal of the Note from time to time without penalty; and

(iii) To secure Buyer's payment obligations under the Note and/or Second Note, Buyer shall execute and deliver to Seller on the First Closing Date a Security Agreement substantially in the form of Exhibit B hereto (the "Security Agreement") granting a first priority security interest in the Assets conveyed to Buyer hereunder, excluding the FCC Licenses solely, but including all proceeds from the FCC Licenses. (b)

(b) Concurrently with the execution of this Agreement, Buyer has delivered to WashingtonFirst Bank (the "Escrow Agent") the sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00) to be held as an earnest money deposit (the "Earnest Money Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Earnest Money Deposit shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

(c) In the event that, within ten (10) years from the FCC Consent in 2007 (defined herein), Buyer sells the Station to a third party, at closing thereof ("Third Closing"), Buyer shall pay to Seller fifty percent (50%) of the net sales proceeds that exceed Twenty Five Million Dollars (\$25,000,000) ("Windfall Sale Amount"). Should Buyer receive another station or stations within fifty (50) miles of the original Elgin, Illinois Station transmitter site as partial trade, the value of the station or stations acquired shall not be included in the net sales proceeds.

(d) On or before the First Closing Date, Seller and Buyer shall mutually determine an allocation of Purchase Price among the Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended.

(e) The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the First Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, real and personal property taxes upon the basis of the most recent tower site tax bills and information available, security deposits, tower lease income, and similar prepaid and deferred items. On the First Closing Date, the prorations shall, insofar as feasible, be determined and paid on the First Closing Date, with final settlement and payment to be made within forty-five (45) days after the First Closing Date. BMI, ASCAP, SESAC or any other music licensing fees shall be at the sole expense of Buyer. Inasmuch as no insurance

(f) This Agreement shall remain in effect until ten (10) years after the granting of FCC consent hereof, anticipated to be in early 2007, for accomplishing either the Second Closing contemplated by the above COLC provisions, or the Third Closing, contemplated by the Windfall Sale provisions, and shall further remain in effect until the Note and Second Note, if any, are paid in full.

(g) The parties agree that the purchase price shall be allocated as set forth in Schedule 6 hereto.

3. **FCC Consent; Assignment Application.**

(a) At a date not later than ten (10) business days after the execution of this Agreement, Buyer and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all FCC Authorizations pertaining to the Station (the "FCC Consent"). Seller and Buyer shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full.

(b) Seller hereby consents to and agrees to cooperate with Buyer in connection with the filing of a request by Buyer for a waiver of the FCC's "main studio" rules and a request to convert the Station to noncommercial educational status, such waiver and noncommercial change to be effective on or after the First Closing Date. Such request shall be made and prosecution thereof shall be conducted solely at Buyer's expense, and Seller's covenant of cooperation shall be satisfied by prompt delivery of the signed statement required under Section 73.3517 of the FCC rules or any similar successor rule or provision.

4. **First Closing Date; Closing Place.** The closing (the "First Closing") of the transactions contemplated by this Agreement shall occur on a date (the "First Closing Date") fixed by Buyer which shall be no later than ten (10) days following the date on which the FCC Consent shall have become a Final Order (as hereinafter defined) and the other conditions to closing set forth in Section 9 have either been waived or satisfied. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held at the offices of Davis Wright Tremaine LLP, 1500 K Street, NW, Suite 450, Washington, D.C., or at any other location agreed upon by Buyer and Seller, or by mail.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer:

(a) Seller is a corporation organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business as a foreign corporation in

the State of Illinois. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The execution, delivery and performance of this Agreement by Seller will not (i) to the extent applicable to Seller, constitute a violation of or conflict with Seller's articles of incorporation, by-laws or other similar organizational documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the business of the Station and to which Seller or any of the Assets may be subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Buyer, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Seller or any of the Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(c) Schedule 1 hereto contains a list of the Tangible Personal Property owned or leased by Seller for use in connection with the operation of the Station. Seller owns and has, and will have on the First Closing Date, good and marketable title to the Tangible Personal Property. The assets listed in Schedule 1 hereto include all material Tangible Personal Property necessary to conduct the business and operations of the Station as now conducted (other than those assets which are Excluded Assets). Each material item of Tangible Personal Property (i) is in good condition and repair, ordinary wear and tear excepted, (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice, (iii) is operating in substantial compliance with the FCC Authorizations and rules and regulations of the FCC and FAA, and (iv) to Seller's best knowledge, does not contain any PCBs. For purposes of this Section, material Tangible Personal Property shall be such items of property valued at One Hundred Dollars (\$100) or more.

(d) Schedule 2 hereto contains a true and complete list of the FCC Authorizations and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Station in the manner and to the full extent it is presently operated. The Licenses are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 2, none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station. Except as set forth in Schedule 2, Seller is operating the Station in all material respects in accordance with the FCC Authorizations, and all rules, regulations and

policies of the FCC (the "Communications Laws"), including that the Station is transmitting at no less than 90% of its authorized power.

The parties acknowledge that the Station is "short spaced" to another station. The Station is not transmitting or receiving any objectionable interference to or from any other station. There is not now pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Authorizations, and Seller has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either the Station or Seller. Except as set forth in Schedule 2, all material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been timely filed, and all such reports and filings are accurate and currently are in material compliance. Seller maintains a public inspection file for the Station and, to Seller's knowledge, such file complies with the Communications Laws.

Seller acknowledges that it has in the past filed a petition with the FCC to change the city of license for the Station to Lombard, Illinois and as of the date of this Agreement, the FCC has not granted Seller's city of license change request.

(e) The existing and proposed towers specified for use in the operation of the Station, including without limitation those listed on Schedule 1 hereto, are obstruction-marked and lighted to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. Seller has complied in all material respects with all requirements of the FCC and the Federal Aviation Administration with respect to the construction and/or alteration of Seller's antenna structures, and "no hazard" determinations for each antenna structure have been obtained, where required at this point in time. The Station's current towers have been properly registered with the FCC at the coordinates specified in the FCC Licenses. The operations of the Station do not exceed permissible levels of exposure to RF radiation specified in either the FCC's rules, regulations and policies concerning RF radiation or any other applicable Environmental Laws (as defined below).

(f) Schedule 3 contains a complete description of the Real Property in connection with the Seller's operation of the current tower facilities of the Station, including legal description, owner and use. The Real Property constitutes the only real properties required to operate the transmission facilities of the Station. Seller has a fee simple ownership of the owned Real Property described on Schedule 3, and as of the First Closing Date, such Real Property interests shall be free and clear of all liens, mortgages, pledges, covenants, restrictions, leases, charges, or other claims or encumbrances of any nature whatsoever, except for non-monetary encumbrances that do not have a material effect on the Buyer's ability to use the Real Property as radio station transmission facilities. To Seller's knowledge, there is full legal and practical access to the Real Property and all utilities necessary for Buyer's use of the Real Property as a radio tower facility are installed and are in working order, and, to Seller's knowledge, are subject to valid easements, where necessary. Except as set forth on Schedule 3, the Real Property and improvements constructed thereon, as well as the present uses thereof, conform in all material respects with all restrictive covenants and with all applicable zoning, environmental and building codes, laws, rules and regulations, including set back restrictions.

To Seller's knowledge, the buildings, towers, guys and other fixtures situated on the Real Property, are free of structural defects and, are suitable for their intended uses, are in a good state of maintenance and repair (ordinary wear and tear excepted), are contained entirely within the bounds of the Real Property, and do not encroach upon any other property except in cases where valid easements (that are included in the Assets) have been obtained. To Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Real Property or any portion thereof, and no such action is presently contemplated or threatened. Seller has a valid leasehold interest in the income leases described in Schedule 3 hereto ("Income Leases"), free and clear of all liens, mortgages, pledges, covenants, restrictions, leases, charges, or other claims or encumbrances of any nature whatsoever, and no party is in material breach or default with respect to the Income Leases.

(g) The instruments to be executed by Seller and delivered to Buyer at the Closing, conveying the Assets to Buyer, will transfer good and marketable title to the Assets free and clear of all Liens.

(h) Buyer shall have no obligation to offer employment to any employee of Seller's or the Station, and shall have no liability with respect to any such employee or for benefits of any kind or nature.

(i) Other than Air Time Media, there is no broker or finder who has a valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of an agreement, understanding or action by Seller. Seller will be totally responsible for any obligation to Air Time Media, and will hold Buyer harmless from any claim for commission, brokerage, or finders' fees.

(j) Seller is not subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of the Station or the Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. Except as set forth in Schedule 4, there is no material litigation pending by or against, or to the best of Seller's knowledge, threatened against Seller which relates to Seller or the Station or could affect any of the Assets. Seller, with respect to the Station, has complied in all material respects with all applicable laws, regulations, orders or decrees. The present uses by Seller of the Assets do not violate any such laws, regulations, orders or decrees in any material respect, and Seller has no knowledge of any basis for any claim for compensation or damage or other relief from any violation of the foregoing.

(k) All of the Station Assets that are insurable in character are insured against loss, injury or damage to the full extent of their replacement value.

(l) Seller has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid. No event has occurred which could impose on Buyer any liability for any taxes, penalties or interest due or to become due from Seller from any taxing authority.

(m) To the best of Seller's knowledge, Seller has complied and currently is in material compliance with, and the Real Property is in material compliance with, all applicable laws, statutes, rules, regulations, codes and ordinances of all U.S. federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, Hazardous Materials (as defined herein), or toxic substances, or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect ("Environmental Laws").

As used herein, the term "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). There are no underground storage tanks located at the Station's tower site facility. There are not now, nor to Seller's knowledge have there previously been, any other facilities on, under, or at the Real Property which contained any Hazardous Materials which, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws.

(n) No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to Buyer.

6. **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller:

(a) Buyer is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of California, is qualified or on the First Closing Date will be qualified to do business as a foreign corporation in the State of Illinois, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal,

valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Buyer, or (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to Seller, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iv) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Buyer is legally, financially and technically qualified to acquire and become the licensee of the Station.

(e) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Buyer, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Buyer including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Buyer of the transactions contemplated by this Agreement, nor does Buyer know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(f) There is no broker or finder or other person who would have any valid claim against Buyer for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

7. Buyer's Post First-Closing Covenants

(a) After the First Closing herein, and until ten years after the First Closing, and until all obligations of Buyer pursuant to the Note and Security Agreement herein and all contingencies herein have been accomplished, Buyer shall:

(i) Buyer shall maintain the Tangible Personal Property included in the Assets in accordance with standards of good engineering practice and replace any of such property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(ii) Buyer shall continue to operate and maintain the Station in accordance with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations. Buyer will deliver to Seller, upon request, copies of any reports, applications or responses to the FCC or any communications from the FCC or any

other party directed to the FCC related to the COLC for the Station which are filed between the First Closing Date and the conclusion of any financial obligations hereunder of the Buyer to the Seller. Buyer will not file any application to modify the Station's facilities where such modification would materially change the coverage of the Station without Seller's prior written consent, and Buyer shall take all actions necessary to keep the FCC Licenses, including all material permits and applications pending before the FCC, valid and in full force and effect. In all other respects, except as disclosed in writing to and approved by Seller, Buyer shall operate the Station solely in the ordinary course of business and in accordance with past practice, and shall pay its obligations with respect to the Station in the ordinary course as such obligations become due.

(iii) Buyer shall maintain insurance with financially sound and reputable insurance companies or associations in such amounts and covering such risks as are usually carried by companies engaged in the same or a similar business and similarly situated, including without limitation, property and casualty insurance and public liability insurance, until all financial obligations of the Buyer to the Seller hereunder have been satisfied.

(iv) Buyer shall not, without the prior written consent of Seller sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the Assets until all financial obligations of the Buyer to the Seller hereunder have been satisfied.

8. **Covenants.** Seller covenants with Buyer that, between the date hereof and the First Closing Date, Seller shall act in accordance with the following:

(a) Seller shall maintain the Tangible Personal Property included in the Assets in accordance with standards of good engineering practice and replace any of such property which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(b) Seller shall continue to operate and maintain the Station in accordance with the terms of the FCC Authorizations and in material compliance with all applicable laws and FCC rules and regulations. Seller will deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Station which are filed between the date of this Agreement and the First Closing Date. Seller will not file any application to modify the Station's facilities without Buyer's prior written consent, and Seller shall take all actions necessary to keep the FCC Licenses, including all material permits and applications pending before the FCC, valid and in full force and effect. In all other respects, except as disclosed in writing to and approved by Buyer, Seller shall operate the Station solely in the ordinary course of business and in accordance with past practice, and shall pay its obligations with respect to the Station in the ordinary course as such obligations become due.

(c) Seller shall maintain in full force and effect through the First Closing Date adequate property damage, liability and other insurance with respect to the Assets.

(d) Prior to the First Closing Date, Seller shall not, without the prior written consent of Buyer sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the Assets.

(e) On or before the First Closing Date, Seller shall furnish to Buyer revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the First Closing Date. Seller shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement or in any Schedule. Seller shall promptly disclose to Buyer any significant problems or developments with respect to the Station or the Assets. Seller shall give prompt written notice to Buyer if the Assets shall have suffered damage on account of fire, explosion or other cause of any nature that is sufficient to prevent operation of the Station.

(f) Seller shall, to the best of its knowledge and ability, be in material compliance with all federal, state and local laws, rules and regulations.

(g) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, Seller shall use its best efforts to cure the event as expeditiously as possible.

(h) Seller will cooperate with Buyer in order that Buyer may, at its option and expense, obtain the following:

(i) With respect to the owned Real Property: (A) a preliminary title report on title covering a date subsequent to the date hereof, issued by a title insurance company acceptable to Buyer (the "Title Company"), which preliminary report shall contain a commitment (the "Title Commitment") of the Title Company to issue one or more (as appropriate) owner's title insurance policies on ALTA Policies (each, a "Title Policy") insuring the fee simple interest of Buyer in the Real Property; and (B) copies of all documents, filings and information disclosed in the Title Commitment. The Title Commitment shall not be subject to any Liens other than Permitted Liens and current real estate taxes not yet due and payable or that will be released at Closing. All standard exceptions which can be deleted by the use of owner's or seller's affidavits are to be deleted from the Title Commitment and Title Policies, and Seller shall cooperate with Buyer in executing and delivering such instruments to the Title Company.

(ii) An as-built survey of the owned Real Property ("Surveys") which shall (A) be prepared by a registered land surveyor, (B) be certified to the Title Company and to Buyer and (iii) show with respect to such Real Property: (1) the legal description of such parcel of Real Property (which shall be the same as the Title Policy pertaining thereto); (2) all buildings, structures and improvements thereon and other matters and all easements or rights of way; (3) no material encroachments upon such parcel or adjoining parcels by buildings,

structures or improvements (unless valid easements or leases have been obtained with respect thereto); and (4) access to such parcel from a public street or valid easements or rights of way.

(iii) One or more Phase I Reports (each, a "*Phase I Report*") concerning the owned Real Property from an environmental engineering firm acceptable to Buyer which shall confirm, in a manner reasonably satisfactory to Buyer, either the absence of any Hazardous Materials from the owned Real Property, or the presence of Hazardous Materials in a state of condition which does not violate any Environmental Laws, and that there are no conditions existing at the owned Real Property which could reasonably subject Buyer to material damages, penalties or other remedial action under the Environmental Laws. In the event that any Phase I Report discloses any material violation of any Environmental Laws, Buyer shall be entitled to elect, upon written notice to Seller within thirty (30) days after receipt of such Phase I Report, but not less than 30 days before the First Closing, either to require Seller to undertake remedial action to correct such violation (up to a limit of \$100,000 in costs and expenses) and to proceed to First Closing, or, if the remedial action will require more than \$100,000 in costs and expenses, to terminate this Agreement.

9. **Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the First Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on and as of the First Closing Date with the same effect as if made on and as of the First Closing Date;

(iii) The FCC Consent shall be effective;

(iv) Buyer shall have delivered to Seller, on the First Closing Date, the documents required to be delivered pursuant to Section 10(b).

(v) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similarly proceeding.

(vi) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, the Buyer, as appropriate, shall use its best efforts to cure the event as expeditiously as possible.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the First Closing Date;

(ii) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the First Closing Date with the same effect as if made on and as of the First Closing Date;

(iii) None of the events or conditions referenced in Section 20 below shall have occurred and not been remedied as set forth in Section 20;

(iv) The FCC Consent shall be effective and shall have become a Final Order;

(v) There shall not be any Liens on the Assets or any financing statements of record other than those to be satisfied by Seller on or before the First Closing Date, and Seller shall have delivered to Buyer lien search reports, in form and substance satisfactory to Buyer and dated no earlier than 30 days prior to the Closing, reflecting the results of UCC, tax and judgment lien searches conducted at Secretary of State offices of the State of Illinois and the State of Delaware and in the County Clerk's Office of each county in which the Assets are located;

(vi) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (A) would render it unlawful, as of the First Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

(vii) Seller shall have delivered to Buyer, on the First Closing Date, the documents required to be delivered pursuant to Section 10(a).

10. Closing Deliveries.

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(i) A Bill of Sale, and other instruments of transfer and conveyance, dated the First Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

(ii) An Assignment and Assumption of the Station's FCC Licenses;

(iii) An Assignment and Assumption of the Income Leases;

(iv) A general warranty deed for the Real Property;

(v) The Security Agreement, duly executed by Seller;

(vi) Certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(vii) A certificate, dated the First Closing Date, executed by an officer of Seller, certifying the fulfillment of the conditions set forth in Section 9(b)(i) and (ii) hereof;

(viii) An incumbency certificate;

(ix) A certificate of good standing for Seller from the Secretary of State of the State of Delaware and a certificate of authority to do business as a foreign corporation in Illinois;

(x) From Seller's FCC counsel, an FCC opinion dated the First Closing Date, in substantially the form of Exhibit C, Section II and from Seller's corporate counsel, a corporate opinion dated the First Closing Date, in substantially the form of Exhibit C, Section I;

(xi) A joint notice to the Escrow Agent;

(xii) Receipt for the Purchase Price;

(xiii) A copy of the Station's public inspection file delivered to Buyer's address via overnight delivery; and

(xiv) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) The payments to be made pursuant to Section 2(a) hereof and the Note and the Security Agreement, duly executed by Buyer;

(ii) An Assignment and Assumption of the Station's FCC Licenses, duly executed by Buyer;

(iii) An Assignment and Assumption of Income Leases, duly executed by Buyer;

(iv) A joint notice to Escrow Agent;

(v) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(vi) A certificate, dated the First Closing Date, executed by the President of Buyer, certifying the fulfillment of the conditions set forth in Section 9(a)(i) and (ii) hereof;

(vii) A certificate of good standing for Buyer from the Secretary of State of California and a certificate of authority to do business as a foreign corporation in Illinois; and

(viii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

11. Indemnification.

(a) Following the Closing Seller shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Following the Closing Buyer shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the Assumed Liabilities or the ownership and operation of the Station as conducted by Buyer subsequent to the Closing.

(c) If either party hereto (the "Indemnatee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnatee under this Section 11(c), then the Indemnatee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnatee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (iv) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable

for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is two (2) years after all obligations of the Buyer for payment herein have been satisfied.

12. **Termination.**

(a) This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (a) if, on or prior to the First Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the First Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party; or (b) if the Assignment Application is denied by Final Order; or (c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (d) if the Closing has not occurred within twelve (12) months after the date hereof.

(b) Upon a termination of this Agreement by Seller due to a breach by Buyer prior to the First Closing, of any of its material obligations under this Agreement, Seller's sole and exclusive remedy shall be the delivery of the Earnest Money Deposit from the Escrow Agent. Seller and Buyer each acknowledge and agree that these liquidated damages are reasonable in light of the anticipated harm which would be caused by Buyer's breach of any of its material obligations under this Agreement and the difficulty of ascertaining damages and proof of loss and that these damages are not a penalty. However, the Time Purchase Agreement shall remain in effect pursuant to its terms, and Buyer will also be liable for any remaining Time Purchase Agreement payments.

(c) Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement subsequent to the First Closing, Seller may seek all rights and remedies it may have in equity or at law. In addition, following breach or default by Buyer, Seller may exercise all rights and remedies provided by the Note and Security Agreement.

(d) Upon a termination of this Agreement due to a breach by Seller of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and Buyer may seek all rights and remedies that it may have in equity or at law, including specific performance as set forth in Section 13 hereto.

(e) Upon a termination of this Agreement for any reason other than as a result of a breach by either party of any of its material obligations under this Agreement, Buyer shall be entitled to the release of the Earnest Money Deposit, and thereafter neither party shall have any further obligation to the other under this Agreement.

13. **Specific Performance.** Seller acknowledges that the Station is a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its

obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, Buyer shall be entitled, in addition to any other rights and remedies on account of such failure, to specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Seller all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

14. **Confidentiality.**

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a non-confidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a non-confidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 14(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 14(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

15. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or the second business day after delivery to a courier service for guaranteed overnight delivery, or ten (10) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail

delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Elgin Broadcasting Co., Inc.
14 Douglas Avenue
Elgin, IL 60120

with a copy (which shall not constitute notice) to:

Attorney John E. Juergensmeyer
1275 Davis Road, Suite 131
Elgin, IL 60123
847-695-9800
Facsimile: 847-695-9818

If to Buyer, to:

Educational Media Foundation
5700 West Oaks Boulevard
Rocklin, CA 95765
Attn: Richard Jenkins, President

with a copy (which shall not constitute notice) to:

David D. Oxenford, Esq.
Davis Wright Tremaine LLP
1500 K Street, NW, Suite 450
Washington, D.C. 20005
Telecopier: 202.508.6699

16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, with venue in Kane County, without giving effect to the choice of law principles thereof.

17. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

18. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission or electronic mail transmission, with the same legal effect as if the signatures had appeared in

original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail, as a defense to the formation of a contract and each such party forever waives any such defense.

19. **Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

20. **Risk of Loss.** The risk of loss to any of the Assets on or prior to the First Closing Date shall be upon Seller. Seller shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that the Assets with a value of greater than One Hundred Thousand Dollars (\$100,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Seller repairs or replaces such Assets, (ii) elect to close with the Assets in their current condition, in which case Seller shall assign all proceeds from insurance on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets, (iii) elect to reduce the Purchase Price by the value of the damaged or lost Assets. Seller shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds One Hundred Thousand Dollars (\$100,000), provided, however, that should Seller not advise Buyer within five (5) days after being requested to do so that Seller will repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Seller. Should the Station (i) not operate for a period in excess of seventy-two (72) consecutive hours, or (ii) not operate with full licensed facilities for a period of thirty (30) consecutive days, or if the Station not be operating at no less than 90% of its full authorized power as of the scheduled First Closing Date, Buyer may either elect to terminate this Agreement without penalty upon written notice to Seller or postpone the Closing for a period of up to sixty (60) days while Seller attempts to cure the described condition.

21. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

22. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

Seller:

ELGIN BROADCASTING CO., INC.

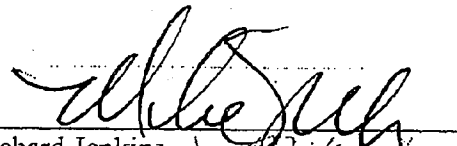
By:


K. Richard Jakle
President

Buyer:

EDUCATIONAL MEDIA FOUNDATION

By:


Richard Jenkins
Vice President

WRMN6XC2/EMF Asset Purchase Agr 2007 JBJ charges #2 D5 P619.12